



Materials Management Division  
112 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155  
Voice: 651.296.2600  
Fax: 651.297.3996

April 27, 2015

Mr. Errol Feldman  
JPay Inc.  
12864 Biscayne Blvd., Suite 243  
Miami, FL 33181

Dear Mr. Feldman:

The following documents are enclosed for you to complete and return:

- Participating Addendum 0000000000000000087710 (87710), Contract Release I-60 for Inmate Kiosks through WSCA Contract No. c2-2011 for Inmate Kiosks
- Minnesota Exhibit A, showing the Minnesota General Terms, Conditions, and Specifications, which includes the following:
- Affirmative Action Certification Form

Please sign and return all sets of documents, **VIA MAIL**,  
to Nancy Rafferty at the above address by overnight delivery.

- Certificate of Insurance - A current Certificate of Insurance (COI) from your insurer, in the amounts called for in the solicitation, is required now to complete the Contract document. The insurance requirements are attached for your convenience. Please have your insurance provider send a copy of the COI electronically to: [mmd.insurance@state.mn.us](mailto:mmd.insurance@state.mn.us). No Contract will be executed with your company until the COI has been received and approved.

Instructions for properly completing the Contract documents are enclosed. Documents that are not properly executed will be returned to you. Failure to submit executed forms in the time required may result in cancellation of the award. Upon receipt of the properly executed forms, and after signatures are obtained from the appropriate State authorities, a copy of the completed Contract documents will be sent to your company.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Dale Stevens".

Dale Stevens  
Acquisition Management Specialist

Enclosure

## INSTRUCTIONS

**Return the signed sets of documents to the MMD office.**

### **REQUIRED SIGNATURES:**

- ◆ The documents must be signed by an **officer** of your company, e.g., president, vice president, assistant vice president, corporate secretary, assistant corporate secretary, treasurer, or assistant treasurer.
- ◆ If your company is a corporation, the signature of one corporate officer is binding. If your company is a partnership, the signature of one partner is binding.

If someone other than the corporate officers listed above signs the document (e.g., manager, sales manager, executive assistant, etc.), evidence of his or her authority to do so must accompany the document. The evidence can be either:

- A corporate power of attorney, or
- A **certified copy** of a board resolution authorizing the alternate signature with a letter attached and signed by a corporate officer stating the resolution is in force and effective

**PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE (WSCA)  
FOR Inmate Kiosks**

**Between the State of Minnesota and JPay, Inc.**

**WSCA Contract No. c2-2011**

**State of Minnesota Contract No. 000000000000000087710**

1. **Scope:** The Participating Addendum is for Department of Corrections (DOC)-MCFs only. Other State Agencies and Cooperative Purchasing Venture Program members, as defined in the attached Minnesota Exhibit A, may purchase the products and/or services available in the Participating Addendum with prior written approval of the State via a duly executed amendment to the Contract. The Participating Addendum is not a purchase order, nor does it guarantee any purchases will be made.
2. **Changes:** The additional terms and conditions contained in Minnesota Exhibit A, which is attached and made part of the Participating Addendum, are hereby incorporated by reference. In the event of a conflict between the terms contained within Minnesota Exhibit A and the WSCA/NASPO Master Price Agreement, Minnesota Exhibit A shall prevail. The parties agree that this provision of the Participating Addendum supersedes the Standard Contract Terms and Conditions set forth in the WSCA/NASPO Master Price Agreement. In the event that any provision of the Participating Addendum or WSCA/NASPO Master Price Agreement is contrary to Minnesota law, such provision shall be null and void. The Participating Addendum shall be governed by Minnesota law.

No price adjustments are allowed unless approved by the Lead State for the WSCA/NASPO Master Price Agreement and adopted by the State of Minnesota through a fully executed Participating Addendum amendment.

3. **State's Authorized Representative and Primary Contact:** The State's Authorized Representative and the primary contact individual for the Participating Addendum is identified below. All notifications to the State shall be in writing and addressed as follows:

Name: Dale Stevens  
Title: Acquisition Management Specialist (AMS)  
Address: Minnesota Department of Administration  
Materials Management Division  
50 Sherburne Ave., 112 Administration Bldg.  
St. Paul, MN 55155  
Telephone: 651.201.2448  
Fax: 651.297.3996  
E-mail: dale.stevens@state.mn.us

4. **Subcontractors:** A list of subcontractors must be submitted in writing by Contact Vendor prior to the start of installation services for approval by the State. The list is to be submitted to the AMS listed above. Any subcontractors added to this Participating Addendum must be agreed upon between the State and JPay, Inc. through a duly executed amendment to this Participating Addendum.
5. **Authorized Signature:** The Participating Addendum must be fully and properly executed by an officer or other authorized representative of the responder. If the responder is a corporation, a secretarial certificate or the corporate minutes showing that the signing officer has authority to contractually obligate the corporation should be furnished. Where the corporation has designated an attorney-in-fact, the power of attorney form should be furnished. If the responder is a partnership, a letter of authorization should be furnished signed by one of the general partners. A sole

proprietor must sign the response. Proof of authority of the person signing the response must be furnished upon request.

The following documents, in order of precedence, are incorporated herein by reference and constitutes the entire Contract between the Contract Vendor and the State:

- a. The Minnesota Participating Addendum
- b. The WSCA/NASPO Master Price Agreement
- c. The WSCA/NASPO Solicitation
- d. Your Response to the WSCA/NASPO Solicitation

In the event of a conflict in language among any of these documents, the terms and conditions set forth and/or referenced in this Participating Addendum shall prevail over conflicting terms and conditions.

IN WITNESS WHEREOF, the parties have executed the Participating Addendum as of the date of execution by all parties below.

**1. JPAY, INC.**

The Contract Vendor certifies that the appropriate person(s) have executed this Participating Addendum on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

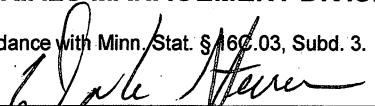
By:   
Signature  
Ryan Shapiro  
Printed Name  
Title: CEO  
Date: 4/30/15

**2. STATE OF MINNESOTA DEPARTMENT OF CORRECTIONS**

By:   
Signature  
Terry J. Carlson  
Printed Name  
Title: Deputy Commissioner  
Date: 5/15/15

**3. STATE OF MINNESOTA MATERIALS MANAGEMENT DIVISION**

In accordance with Minn. Stat. § 160.03, Subd. 3.

By:   
Title: Acquisition Management Specialist  
Date: 5-22-15

**4. STATE OF MINNESOTA COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By:   
Date: 6/4/2015

## Minnesota Exhibit A

### Minnesota General Terms, Conditions, and Specifications

#### 1. DEFINITIONS.

- a. **CPV Members.** The Cooperative Purchasing Venture (CPV) program was established by Minn. Stat. § 16C.03, subd. 10, which authorizes the commissioner of the Minnesota Department of Administration (Commissioner of Administration) through its Materials Management Division (MMD) to enter into a cooperative purchasing agreement for the provision of goods, services, and utilities" with one or more governmental units and other entities as described in Minn. Stat. § 471.59, subd. 1 and Minn. Stat. § 16C.03, subd. 10. Based on this authority, the Commissioner of Administration enters into a joint powers agreement that designates MMD as the authorized purchasing agent for the governmental unit or other entity. Governmental units and other entities joining the program are given an access code which identifies them as CPV members and permits them to access the MMD website to get information about commodities and/or services available on the State of Minnesota (State) contracts. Governmental units and other entities who are not members of the CPV program are not authorized to use the contract prices. The Contract Vendor agrees to provide the contract to CPV members at the same prices, terms, conditions, and specifications. For additional information, visit the MMD website at [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us).
- b. **State Agencies.** This term applies only to State agencies and departments, as defined in Minn. Stat. §§ 15.01 and 15.021.
- c. **Ordering Entity.** This term applies to any State Agency or CPV Member when allowed in the Participating Addendum.
- d. **State and State of Minnesota.** These two terms apply to the Minnesota Department of Administration, Materials Management Division (MMD), representing the State of Minnesota as the contracting agency for the Participating Addendum.
- e. **Contract Vendor and Contractor.** These two terms apply to the awarded vendor from the WSCA/NASPO Master Price Agreement that MMD selects to receive a Participating Addendum.
- f. **Contract.** Contract is defined as the WSCA/NASPO Master Price Agreement and the Minnesota Participating Addendum.
- g. **MCF.** Minnesota Correctional Facility
- h. **DOC.** Minnesota Department of Corrections

- 2. **EFFECTIVE DATE and CONTRACT PERIOD.** The Contract shall be effective upon the date of final execution by the State of Minnesota. The Contract term will begin on the date of Participating Addendum execution, to April 30, 2018 with option to renew up to 36 months.
- 3. **STATE AUDITS** (Minn. Stat. § 16C.05, Subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Contract or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Contract or transaction.

The State reserves the right to authorize delegate(s) to audit this Contract and transactions.

- 4. **ANTITRUST.** The Contract Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Participating Addendum resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.
- 5. **INSURANCE.** If applicable, prior to execution of the Participating Addendum, the Contract Vendor will be required to provide a copy of a Certificate of Insurance, including workers' compensation insurance coverage requirements of Minn. Stat. § 176.181 subd. 2, and other coverages per the insurance requirements if included in the Participating Addendum.
- 6. **INDEMNIFICATION, HOLD HARMLESS, AND LIMITATION OF LIABILITY.** The Contract Vendor shall indemnify, protect, save and hold harmless the State, its representatives and employees, from any and all claims or causes of

action, including all legal fees incurred by the State arising from the performance of the Contract by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the State's failure to fulfill its obligations pursuant to the Contract.

For clarification and not as a limitation, the Contract Vendor hereby expressly extends, in addition to the other terms, conditions and specifications of the Contract, the foregoing defense and indemnification obligations to Cooperative Purchasing Venture (CPV) Members, including Board of Trustees of the Minnesota State Colleges and Universities, in addition to Agency as defined in Minn. Stat. 16.C.02, in addition to the legislative and judicial branches and constitutional offices of state government.

The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder for an aggregate amount in excess of \$10,000,000 or the Contract amount, whichever is greater. This limitation of liability does not apply to damages for personal injury or death, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement claims under paragraphs 20, INTELLECTUAL PROPERTY INDEMNIFICATION, and 30, COPYRIGHT of this Contract. This indemnification does not include liabilities caused by the State's gross negligence or intentional wrong doing of the State.

**7. LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.

**8. GOVERNMENT DATA PRACTICES.** The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contract Vendor and all data provided to the State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the State. The State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Contract, the Contract Vendor shall retain responsibility under the terms of this article for such work.

**9. RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.

**10. GOVERNING LAW.** The Contract will be construed in accordance with and performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent the Contract entails delivery or performance of services, the services will be deemed "goods" within the meaning of the UCC, except when to deem such services as "goods" is unreasonable.

**11. JURISDICTION AND VENUE.** The Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of the Contract or breach thereof shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. The Contract Vendor voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of the Contract, or any breach thereof.

**12. HUMAN RIGHTS/AFFIRMATIVE ACTION.** The State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

- a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.
- b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

**AFFIRMATIVE ACTION FOR DISABLED WORKERS**

- (a) The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

- (e) The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.
- f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

**13. PAYMENT.** Minn. Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." The Ordering Entity is not required to pay the Contract Vendor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate Ordering Entity. In addition, all goods and/or services provided must meet all terms, conditions and specifications of the Contract and the ordering document and be accepted as satisfactory by the Ordering Entity before payment will be issued.

**Conditions of Payment.** The Contract Vendor under the Contract must be in accordance with the Contract as determined by the sole discretion of the State's Authorized Representative and be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Minnesota Secretary of State.

**14. PURCHASE ORDERS (PO).** The State requires that there will be no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the Contract. The Contract number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract.

**15. PURCHASING CARDS.** Not applicable.

**16. TAXES.** State Agencies are subject to paying Minnesota sales and use taxes. Taxes will be paid directly to the Department of Revenue using Direct Pay Permit #1114, unless otherwise instructed in the Contract. If orders are issued by CPV Members, the Contract Vendor should confirm all of the tax requirements with the Ordering Entity.

**17. SHIPPING REQUIREMENTS.** All shipments shall be FOB Destination. Freight charges shall be prepaid and allowed unless otherwise stated in the WSCA/NASPO Master Price Agreement.

**18. DEFAULT.** All commodities and services furnished will be subject to inspection and acceptance by the Ordering Entity after delivery. No substitutions or cancellations are permitted without approval of the Ordering Entity. Back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase order and/or the Contract authorizes the Ordering Entity to cancel the purchase order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contract Vendor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contract Vendor may be removed from the vendor's list, suspended or debarred from receiving a Contract for failure to comply with the terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

**19. ASSIGNMENT.** The Contract Vendor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's Authorized Representative. Such consent shall not be unreasonably withheld. The Contract Vendor shall give written notice to the State's Authorized Representative of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of the Contract. Failure to do so may result in the Contract Vendor being held in default. This consent requirement includes reassignment of the Contract due to a change in ownership, merger, or acquisition of the Contract Vendor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contract Vendor's right to assign the Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contract Vendor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.

**20. INTELLECTUAL PROPERTY INDEMNIFICATION.** The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of the Contract will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify, defend to the extent permitted by the Minnesota Attorney General's Office, and hold harmless the State against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the State.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the State the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the State is not reasonably available, the State shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law.

**21. PARTICIPATING ADDENDUM AMENDMENTS.** Except as provided herein, the Participating Addendum shall be modified only by written amendment duly executed by an authorized representative of the State and the Contract Vendor. No alteration or variation of the terms and conditions of the Participating Addendum shall be valid unless made in writing and signed by the parties as required by law. Every amendment shall specify the date on which its provisions shall be effective. An approved Participating Addendum amendment means one approved by the authorized signatories of the Contract Vendor and the State as required by law.

**22. TERMINATION OF THE PARTICIPATING ADDENDUM.** The Participating Addendum may be canceled by the State or the Commissioner of Administration at any time, with or without cause, upon 30 days written notice to the Contract Vendor. In the event the Contract Vendor is in default, the Participating Addendum is subject to immediate cancellation to the extent allowable by applicable law. In the event of such a cancellation, the Contract Vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted. The Contract Vendor may request to cancel the Participating Addendum but must receive written approval from the State.

**23. ADMINISTRATIVE PERSONNEL CHANGES.** After execution of this Participating Addendum the State must be notified of intended changes in the Contract Vendor's administrative personnel as soon as practicable.

**24. PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division.

The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Contract without the prior written consent of the State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

**25. AMERICANS WITH DISABILITIES ACT (ADA).** Products provided under the Contract must comply with the requirements of the Americans With Disabilities Act (ADA). The Contract Vendor's catalog and other marketing materials utilized to offer products under the Contract must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contract Vendor agrees that the customer can assume the product meets or exceeds the ADA requirements.

**26. NONVISUAL ACCESS STANDARDS.** To the extent applicable, Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards:

- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

- c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards are not applicable for installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

Should such compliance become a requirement for the products provided by the Contract Vendor to the State, the Contract Vendor will make every attempt to comply and accommodate via internal solutions or external vendors.

- 27. USAGE REPORT.** The Contract Vendor is required to furnish usage data to the State's Authorized Representative on a quarterly basis based on the state fiscal year which begins on July 1. The quarter periods are July 1 to September 30 (1<sup>st</sup> Quarter), October 1 to December 31 (2<sup>nd</sup> Quarter), January 1 to March 31 (3<sup>rd</sup> Quarter), and April 1 to June 30 (4<sup>th</sup> Quarter). The report on the Contract usage must consist of the total dollars expended by both State Agencies and CPV members. Failure to provide these reports may result in Contract cancellation. 10
- 28. MINNESOTA REPORTING REQUIREMENTS.** The contract vendor shall provide DOC with the following reports on a monthly basis: Commissions paid to state, number of incoming messages, number of outgoing messages, number of video visits completed, and total revenue.
- 29. SEVERABILITY.** If any provision of the Contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions; if the remainder of the Contract is capable of performance it will not be affected by the declaration or finding and will be fully performed.
- 30. ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE.** In accordance with Minn. Stat. § 16A.40 the Contract Vendor is required to provide their bank routing information to the Minnesota Department of Finance to enable payments to be made through EFT.
- 31. COPYRIGHT.** The Contract Vendor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted composition, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.
- 32. SURVIVABILITY.** The following rights and duties of the State and Contract Vendor will survive the expiration or cancellation of the resulting Contract(s). These rights and duties include, but are not limited to the paragraphs on Indemnification, Hold Harmless, and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Intellectual Property Indemnification, Publicity and Minnesota Reporting Requirements and Administrative Fees (if applicable.)
- 33. PRODUCTS CONTAINING CERTAIN TYPES OF POLYBROMINATED DIPHENYL ETHER BANNED.** Not applicable.
- 34. IT ACCESSIBILITY STANDARDS.** The Contract Vendor must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at [http://www.mmd.admin.state.mn.us/pdf/accessibility\\_standard.pdf](http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf).
- 35. E-VERIFY CERTIFICATION.** For services in excess of \$50,000, the Contract Vendor certifies that as of the date of services performed on behalf of the State, the Contract Vendor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. This is required by Minnesota Statutes Section 16C.075. The Contract Vendor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available on MMD website [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us).

All subcontractor certifications must be kept on file with the Contract Vendor and made available to the State upon request.

**36. HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied to the State by the Contract Vendor or contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide the State with Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

**37. SUBCONTRACTORS.**

Only subcontractors that have been approved by the Acquisition Management Specialist can be used for this Contract. After the effective date of the Contract, the Contract Vendor shall not, without prior written approval of the Acquisition Management Specialist, subcontract for the performance of any of the Contract Vendor's obligations.

During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the Acquisition Management Specialist, the Contract Vendor will receive written notification that the subcontractor can no longer be used for this Contract.

The provisions of the Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contract Vendor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contract Vendor for timely and satisfactory performance of the obligations contemplated by the Contract.

**38. PAYMENTS TO SUBCONTRACTORS.**

In accordance with Minn. Stat. § 16A.1245, the Contract Vendor shall, within 10 days of receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contract Vendor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontractor that takes civil action against the Contract Vendor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action. The Contract Vendor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Contract Vendor fails to make timely payments to a subcontractor or supplier, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contract Vendor and deduct said payment from any remaining amounts due the Contract Vendor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contract Vendor written notice that payment will be made directly to a subcontractor or supplier. If there are no remaining outstanding payments to the Contract Vendor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

**39. SOFTWARE AND LICENSING AGREEMENTS.** Prior to the State signing the Participating Addendum, Contract Vendor must submit to the State of Minnesota for approval any license agreements, maintenance agreements, or any other documents pertinent to the products and/or services in this Participating Addendum.

**40. TAXPAYER IDENTIFICATION:** 01-0756761

**41. ADDITIONAL REQUIREMENTS.**

- 1) The Parties plan to launch the Contract Vendor's services on 2 go-live dates. The Contract Vendor will develop a detailed project plan and timeline for the State's review and approval for implementing the Contract Vendor's services including:
  - a) Video Visitation
  - b) Bi-directional offender messaging
  - c) Downloadable media
- 2) All services are provided at no cost to the State.
- 3) Contract Vendor will provide the necessary materials and support to provide for an efficient transition at no cost to the State.
- 4) Contract Vendor will conduct site surveys at each facility to determine infrastructure requirements to implement requested services.
- 5) All representatives of the Contract Vendor and or sub-contractors shall comply with all established State policy and procedures to include all correctional facility entrance and exit procedures, and personal and/or property searches.
- 6) The Contract Vendor will ensure that all equipment complies with the State's information security policies and does not utilize unsecured Wi-Fi technology.

- 7) The Contract Vendor's system must integrate with offender data generated by the state's Correctional Operations Management System (COMS).
- 8) The Contract Vendor's system must provide an interface with the iTAG offender accounting system (Syscon) and the State's investigatory system (iBase) according to the State's and Syscon's requirements.
- 9) All data pertaining to the offender population shall be the property of the State and available to the State at its request.
- 10) The Contract Vendor will be responsible for training of all State staff that will have access or contact with the services.
- 11) The Contract Vendor will use only the private class addresses (known as 10 addresses, e.g. 10.0.0.0/24) in order to prevent any inadvertent routing in the case of accidental or intentional cross connection of devices.
- 12) The Contract Vendor and/or Subcontractor(s) will use a uniquely colored Ethernet cable as specified by the facility.
- 13) The Contract Vendor and/or Subcontractor(s) will disable all unused ports (Ethernet, serial, or other) so they are dead at layer 2 with no link.
- 14) The Contract Vendor and/or Subcontractor(s) will use layer 3 controls at the head end switch to prevent kiosks or downstream switches from communicating with any other kiosk or switches not in their communication path. (This does not apply between devices which are daisy chained at layer 1).
- 15) The Contract Vendor and/or Subcontractor(s) will facilitate the DOC's ability to port scan the local area network (LAN) at each MCF prior to connection to the Internet and at other times when requested. The Contract Vendor and/or Subcontractor(s) will assist in whatever configurations are needed to facilitate this request, such as enabling a switch port and listing addressing and devices.

#### **VIDEO VISITATION**

- 1) The Contract Vendor is responsible for all necessary infrastructure, installation and service charges required to accommodate a video visitation program located at the 10 correctional facilities operated by the Minnesota Department of Corrections. The Minnesota Correctional Facilities (MCFs) are as follows:
  - MCF-Faribault
  - MCF-Lino Lakes
  - MCF-Oak Park Heights
  - MCF-Red Wing
  - MCF-Rush City
  - MCF-Shakopee
  - MCF-St. Cloud
  - MCF-Stillwater
  - MCF-Willow River/Moose Lake (2 sites)
  - MCF-Togo
- 2) The Contract Vendor's responsibility extends from the Contract Vendor's hosted site to the kiosks and monitoring equipment located at each MCF.
- 3) The number and locations of kiosks will be determined after the site visit at each MCF. The State reserves the right to request the installation of additional kiosks, in quantities that will be mutually agreed upon by the State and Contract Vendor.
- 4) At a minimum, video visiting services will need to be available during the established visiting hours at each MCF.
- 5) Transfers of offender data will take place on a daily basis.
- 6) Recordings of video visits will be archived for a minimum of 9 months (270 days).
- 7) The Contract Vendor will provide each site with necessary software applications for live monitoring of video visits.
- 8) The Contract Vendor will provide technology and services to assist in the gathering of intelligence related to violations of facility rules, video visiting rules of conduct, or state/federal laws by any participants of video visits. For a period of six months following the first go-live, the Contract Vendor shall review video visits for unallowable conduct on the part of visit participants. All video visits shall be reviewed within 3 business days. Intelligence reports will be provided to the State on a weekly basis.
- 9) Maintain and make available to the State information about customers including any of the following if gathered by contract vendor: customer full name, postal address, phone number, unique customer identifier, customer IP addresses, and names of Minnesota offenders visited.

#### **Offender Messaging (Bi-directional)**

- 1) The Contract Vendor is responsible for all necessary infrastructure, installation and service charges required to accommodate an Offender Messaging program located at the 10 correctional facilities operated by the Minnesota Department of Corrections (DOC). The Minnesota Correctional Facilities (MCFs) are as follows:
  - MCF-Faribault
  - MCF-Lino Lakes
  - MCF-Oak Park Heights
  - MCF-Red Wing
  - MCF-Rush City
  - MCF-Shakopee
  - MCF-St. Cloud
  - MCF-Stillwater
  - MCF-Willow River/Moose Lake (2 sites)
  - MCF-Togo
- 2) The Contract Vendor's responsibility extends from the Contract Vendor's hosted site to the kiosks located in the living units at each of the state correctional facilities.
  - The number and location of kiosks will be determined after the site visit at each MCF. The State reserves the right to request the installation of additional kiosks, in quantities that will be mutually agreed upon by the State and Contract Vendor.
- 3) The Contract Vendor will provide necessary kiosks at each correctional facility for offenders to check JPay media account balances, view incoming messages, and compose and send outgoing messages. The Contract Vendor will be responsible for maintenance, repair and replacement of equipment as necessary.
- 4) The Contract Vendor will provide necessary equipment and supplies at each MCF for facility staff to view and print messages. The Contract Vendor will be responsible for maintenance, repair and replacement of equipment as necessary.
- 5) The Contract Vendor will meet the following system requirements:
  - Members of the public will access the system through a website hosted by the Contract Vendor.
  - Require public access to the system to involve acceptance of terms, conditions and treatment of personal information.
  - Users will only be able to login to the system by using a customer ID.
  - Restrict message format to text only with no unauthorized attachments or imbedded images.
  - Ability to restrict JPay users from sending messages to and/or receiving messages from certain inmates.
  - Ability to restrict offenders from sending messages to and/or receiving messages from certain JPay users.
  - Ability to transfer messages or access messages from a different site as offenders transfer.
  - Ability for State to determine the criteria for "flagging" messages for further review.
  - Provide a translation service to translate messages in foreign languages.
  - Ability to sort messages by sender, facility, offender, date, or other variables as mutually agreed upon by State and Contract Vendor.
  - Maintain and make available to the State information about customers including any of the following if gathered by vendor: full name, postal address, phone number, unique customer identifier, customer IP addresses, and names of Minnesota offenders contacted.
  - Allow State ability to download messages and associated identifying information for its use.
  - Work with State to develop system reports as requested by State.
- 6) Transfers of offender data will take place on a daily basis.
- 7) Incoming and outgoing messages will be archived for a minimum of six (6) years.

#### **Downloadable Music, E-Books, or Other Content**

- 1) The Contract Vendor is responsible for all necessary infrastructure, installation and service charges required to accommodate a downloadable content program located at the Minnesota Correctional Facilities (MCFs) as follows:
  - MCF-Faribault
  - MCF-Lino Lakes
  - MCF-Oak Park Heights
  - MCF-Red Wing
  - MCF-Rush City
  - MCF-Shakopee
  - MCF-St. Cloud

- MCF-Stillwater
- MCF- Moose Lake
- MCF-Togo

2) The Contract Vendor's responsibility extends from the Contract Vendor's hosted site to the kiosks located in the living units at each of the state correctional facilities. The Contract Vendor will provide necessary kiosks at each correctional facility for offenders to download state-approved music, e-books, or other content.

3) The State reserves the right to restrict offender access to adult-themed content.

4) The Contract Vendor will meet the following system requirements:

- Members of the public will access the system through a website hosted by the Contract Vendor.
- Require public access to the system to involve acceptance of terms, conditions and treatment of personal information.
- Users may only login to the system using a customer ID.
- Ability to restrict JPay users from adding funds to offender media accounts.
- Ability to restrict offenders from using downloadable media services.
- Maintain and make available to the State information about customers including any of the following if gathered by Contract Vendor: full name, postal address, phone number, unique customer identifier, customer IP addresses, dollar amounts added to media accounts, and names of Minnesota offenders receiving funds.
- Work with State to develop system reports as requested by State.

5) Transfers of offender data will take place on a daily basis.

**42. FUNDING OUT CLAUSE.** Notwithstanding any other cancellation clauses, the State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature beyond June 30, or from another funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the goods or services in the Contract, whether due to a lack of direct funding or agency reallocation of funding, or if operations of any paying entity are being discontinued. The State must provide the Contract Vendor with notice within a reasonable time after the decision is made to terminate the Contract. Termination will be by written or fax notice to the Contract Vendor. The State is not obligated to pay for any goods or service accepted or provided after notice and effective date of termination. However, the Contract Vendor will be entitled to payment for goods or services accepted or satisfactorily performed up until the effective date of the termination. The State will not be assessed any penalty if the Contract is terminated in accordance with this section.

#### **43. SECURITY AND DATA PROTECTION**

##### **Security and Data Protection**

Contract Vendor is responsible for the security and protection of the State data related to this Contract/Agreement. The terms, conditions, and provisions of this Security and Data Protection section take precedence and will prevail over any other terms, conditions, and provisions of the Contract/Agreement, if in conflict. This Security and Data Protection section survives the completion, termination, expiration, or cancellation of the Contract/Agreement. For purposes of this Security and Data Protection section, "State" means the State of Minnesota, or a cooperative purchasing venture ("CPV") member when the CPV member is the purchasing entity (if CPV purchases are permitted under this Contract/Agreement).

**a. Data.** The State solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to the State data. For purposes of this section, "data" has the meaning of "government data" in Minnesota Statutes section 13.02, subdivision 7. Contract Vendor has no and acquires no right, title or interest, whether express or implied, in and to the State data. The Contract Vendor owns and retains all right, title, and interest, whether expressed or implied, in and to their customer data generated under the Contract/Agreement. The State may have access to transactional data to distribute the transaction and conduct internal investigations. The State may also make a specific request to the Contract Vendor for additional transactional data for the sole purpose of investigating safety and security concerns or potential criminal activity during the duration of the Contract/Agreement and for a period of 3 (three) years following the termination of the Contract/Agreement. If necessary, the State will provide the Contract Vendor with a State issued case number which identifies the request as being required for official investigatory purposes. The State has no and acquires no other title or interest, whether expressed or implied, to the transactional data other than described above.

Contract Vendor shall only use State data for the purposes set forth in the Contract/Agreement. Contract Vendor shall only access State data as necessary for performance of this Contract/Agreement. Contract Vendor will not access State user accounts except to respond to service or technical problems or at the State's specific request.

All State data shall be remitted, in a mutually agreeable format and media, to the State by the Contract Vendor upon request or upon completion, termination or cancellation of the Contract/Agreement. The foregoing sentence does not

apply if the State Chief Information Security Officer or delegate authorizes in writing the Contract Vendor to sanitize and/or destroy the data and the Contract Vendor certifies in writing the sanitization and/or destruction of the data. Ninety days following any remittance of State data to the State, Contract Vendor shall, unless otherwise instructed by the State in writing, sanitize and/or destroy any remaining data and certify in writing that the sanitization and/or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the Contract Vendor's sole cost and expense.

In the event the Contract Vendor receives a request to release any State data, the Contract Vendor must immediately notify the State's data practices compliance official. The State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The Contract Vendor must comply with the State's instructions. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data by the Contract Vendor.

**b. Security Incidents.** If Contract Vendor becomes aware of a privacy or security incident regarding any State data, Contract Vendor will immediately report the event to the State and the State Chief Information Security Officer. The decision to notify and the actual notifications to the State's data subjects affected by the security or privacy incident is the responsibility of the State. Notwithstanding anything to the contrary in this Contract/Agreement, the Contract Vendor shall indemnify, hold harmless and defend the State and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy or security incident involving any State data. Contract Vendor shall reasonably mitigate any harmful effects resulting from any privacy or security incident involving any State data.

For purposes of this sub-section, "security incident" means the successful unauthorized access, use, disclosure, modification or destruction of data or interference with system operations in an information system. For purposes of this sub-section, "privacy incident" means violation of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) and/or federal privacy requirements in federal laws, rules and regulations. This includes, but is not limited to, improper or unauthorized use or disclosure of not public data, improper or unauthorized access to or alteration of public data, and incidents in which the confidentiality of the data maintained by Contract Vendor has been breached. For purposes of this section, "not public data" has the meaning in Minnesota Statutes section 13.02, subdivision 8a.

**c. Security Program.** Contract Vendor must make all commercially reasonable efforts to protect and secure the State data related to this Contract/Agreement. Contract Vendor will establish and maintain an Information Security Program ("Program") that includes an information security policy applicable to any and all cloud computing or hosting services ("Policy"). Contract Vendor's Program and Policy must align with appropriate industry security frameworks and standards such as National Institute of Standards and Technology ("NIST") 800-53 Special Publication Revision 4, Federal Information Processing Standards ("FIPS") 199, Federal Risk and Authorization Management Program ("FedRamp"), or Control Objectives for Information and Related Technology ("COBIT"). For purposes of this section, "cloud computing" has the meaning defined by the U.S. Department of Commerce, NIST Special Publication 800-145, currently available online at: <http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf>.

Contract Vendor will make its Policy available to the State on a confidential, need-to-know basis, along with other related information reasonably requested by the State regarding Contract Vendor's security practices and policies. Unless inconsistent with applicable laws, Contract Vendor and the State must treat the Policy and related information on security practices and policies that are specific to the State as confidential information and as not public data pursuant to Minnesota Statutes section 13.37.

**d. Data Management.** Contract Vendor will not use State data, including production data, for testing or development purposes. Contract Vendor has implemented and will maintain procedures to physically and logically segregate State data, unless otherwise explicitly authorized by the State Chief Information Security Officer or delegate.

**e. Data Encryption.** Contract Vendor shall encrypt all State data at rest and in transit, in compliance with FIPS Publication 140-2 or applicable law, regulation or rule, whichever is a higher standard. All encryption keys shall be unique to State data. Contract Vendor shall secure and protect all encryption keys to State data. Encryption keys to State data shall only be accessed by Contract Vendor as necessary for performance of this Contract/Agreement.

**f. Data Storage.** Contract Vendor agrees that any and all State data will be stored, processed, and maintained solely on designated servers and that no such data at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the Contract Vendor's designated backup and recovery processes.

**g. Data Center and Monitoring/Support Locations.** During the term of the Contract/Agreement, Contract Vendor agrees to: (1) locate all production and disaster recovery data centers that store, process or transmit State data only in the continental United States, (2) store, process and transmit State data only in the continental United States, and (3) locate all monitoring and support of all the cloud computing or hosting services only in the continental United States. The State

has the right to on-site visits and reasonable inspection of the data centers upon notice to Contract Vendor of seven calendar days prior to visit.

**h. Security Audits & Remediation.** Contract Vendor will audit the security of the systems and processes used to provide any and all cloud computing or hosting services, including those of the data centers used by Contract Vendor to provide any and all cloud computing or hosting services to the State. This security audit: (1) will be performed at least once every calendar year beginning with 2014; (2) will be performed according Statement on Standards for Attestation Engagements ("SSAE") 16 Service Organization Control ("SOC") 2, International Organization for Standardization ("ISO") 27001, or FedRAMP; (3) will be performed by third party security professionals at Contract Vendor's election and expense; (4) will result in the generation of an audit report ("Contract Vendor Audit Report"), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the Minnesota Government Data Practices Act; and (5) may be performed for other purposes in addition to satisfying this section.

Upon the State's reasonable, advance written request, Contract Vendor will provide to the State a copy of the Contract Vendor Audit Report.

Contract Vendor will make best efforts to remediate any control deficiencies identified in the Contract Vendor Audit Report in a commercially reasonable timeframe.

If the State becomes aware of any other Contract Vendor controls that do not substantially meet the State's requirements, the State may request remediation from Contract Vendor. Contract Vendor will make best efforts to remediate any control deficiencies identified by the State or known by Contract Vendor, in a commercially reasonable timeframe.

**i. Subcontractors.** Contract Vendor agrees that no State data shall be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by the State Chief Information Security Officer or delegate. Contract Vendor must ensure that any contractors, subcontractors, agents and others to whom it provides State data, agree in writing to be bound by the same restrictions and conditions under this Contract/Agreement that apply to Contract Vendor with respect to such data.

**j. Compliance with Data Privacy and Security Laws and Standards.** Contract Vendor shall comply with all applicable State and federal data privacy and data security laws, rules, and regulations.

All of Contract Vendor's systems and components that process, store, or transmit Cardholder Data shall comply with the then most recent version of the Payment Card Industry Data Security Standard ("PCI DSS") promulgated by the PCI Security Standards Council. The Contract Vendor shall, upon request, provide the State with Contract Vendor's current Attestation of Compliance signed by a PCI QSA ("Qualified Security Assessor"). For purposes of this sub-section, "Cardholder Data" has the meaning defined by the PCI Security Standards Council, Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS), Glossary of Terms, Abbreviations, and Acronyms, Version 3.0, January 2014, currently available online at:

[https://www.pcisecuritystandards.org/documents/PCI\\_DSS\\_Glossary\\_v3.pdf](https://www.pcisecuritystandards.org/documents/PCI_DSS_Glossary_v3.pdf).

#### **44. INSTALLATION INFORMATION AND REQUIREMENTS.**

- a. In the event the contract is canceled, terminated, or not renewed; vendor will be required to remove equipment within 30 days of notice from the State at the vendor's expense. The State will assume ownership of all infrastructure installed between the demarcation point and the kiosks upon vendor installation. The vendor shall be liable for any undue damage that is caused by the removal of equipment. The vendor shall be liable for any costs the State of Minnesota incurs to remove unwanted equipment that is left behind. Archived recorded video, incoming and outgoing messages will be stored and available to the State according to their corresponding retention schedules beyond the end of the end date of the contract.
- b. Vendor will provide the necessary maintenance including but not limited to parts, labor and materials to install and maintain all equipment in optimal working condition at no cost to the state. In the event the equipment is damaged due to negligence of the State, the State will pay for any necessary costs for repair or replacement of the equipment.
- c. **MCF Locations with Network, Fiber, Electrical and Data Access Information**  
Network specifics for each location will be provided to Contract Vendor as needed.

##### **MCF-Faribault**

Location: 1101 Linden Lane, Faribault, MN 55021

Total Facility Population: 2039

Security Level: Minimum and Medium

Total Kiosk Count: As agreed upon between the Contract Vendor and MCF.

Fiber Information

Approval to use facility's fiber: No  
Fiber availability in housing units: No  
Fiber available to neighbor facilities: N/A  
Required converters: N/A

- Network: The Contract Vendor will be solely responsible for outside network and cannot utilize DOC or MN.IT's network.
- Living Unit kiosk location information: As agreed upon between the Contract Vendor and MCF.
- Secondary option for living unit kiosk location: As agreed upon between the Contract Vendor and MCF.
- Electrical and Data Access: Contract vendor will run necessary data and electrical for the kiosk. The availability of existing electrical outlets will vary from living unit to living unit. Contract Vendor will run cabling from the D-mark to the kiosk.
- Use of facility conduit/raceways: As agreed upon by the Contract Vendor and MCF.
- Uninterrupted Power Supply: The Contract Vendor will not be supported in the event there is an interruption in power supplied at each MCF.

**MCF-Lino Lakes**

Location: 7525 Fourth Avenue, Lino Lakes, MN 55014

Total Facility Population: 1352

Security Level: Minimum and Medium

Total Kiosk Count: As agreed upon between the Contract Vendor and MCF.

Fiber Information

Approval to use facility's fiber: No  
Fiber availability in housing units: No  
Fiber available to neighbor facilities: N/A  
Required converters: N/A

- Network: The Contract Vendor will be solely responsible for outside network and cannot utilize DOC or MN.IT's network.
- Living Unit kiosk location information: As agreed upon between the Contract Vendor and MCF.
- Secondary option for living unit kiosk location: As agreed upon between the Contract Vendor and MCF.
- Electrical and Data Access: Contract vendor will run necessary data and electrical for the kiosk. The availability of existing electrical outlets will vary from living unit to living unit. Contract Vendor will run cabling from the D-mark to the kiosk.
- Use of facility conduit/raceways: As agreed upon by the Contract Vendor and MCF.
- Uninterrupted Power Supply: The Contract Vendor will not be supported in the event there is an interruption in power supplied at each MCF.

**MCF-Moose Lake**

Location: 1000 Lakeshore Drive, Moose Lake, MN 55767

Total Facility Population: 1065

Security Level: Medium

Total Kiosk Count: As agreed upon between the Contract Vendor and MCF.

Fiber Information

Approval to use facility's fiber: No  
Fiber availability in housing units: No  
Fiber available to neighbor facilities: N/A  
Required converters: N/A

- Network: The Contract Vendor will be solely responsible for outside network and cannot utilize DOC or MN.IT's network.
- Living Unit kiosk location information: As agreed upon between the Contract Vendor and MCF.
- Secondary option for living unit kiosk location: As agreed upon between the Contract Vendor and MCF.
- Electrical and Data Access: Contract vendor will run necessary data and electrical for the kiosk. The availability of existing electrical outlets will vary from living unit to living unit. Contract Vendor will run cabling from the D-mark to the kiosk.

- Use of facility conduit/raceways: As agreed upon by the Contract Vendor and MCF.
- Uninterrupted Power Supply: The Contract Vendor will not be supported in the event there is an interruption in power supplied at each MCF.

#### **MCF-Oak Park Heights**

Location: 5329 Osgood Avenue North, Stillwater, MN 55082

Total Facility Population: 473

Security Level: Maximum

Total Kiosk Count: As agreed upon between the Contract Vendor and MCF.

#### **Fiber Information**

Approval to use facility's fiber: No

Fiber availability in housing units: No

Fiber available to neighbor facilities: N/A

Required converters: N/A

- Network: The Contract Vendor will be solely responsible for outside network and cannot utilize DOC or MN.IT's network.
- Living Unit kiosk location information: As agreed upon between the Contract Vendor and MCF.
- Secondary option for living unit kiosk location: As agreed upon between the Contract Vendor and MCF.
- Electrical and Data Access: Contract vendor will run necessary data and electrical for the kiosk. The availability of existing electrical outlets will vary from living unit to living unit. Contract Vendor will run cabling from the D-mark to the kiosk.
- Use of facility conduit/raceways: As agreed upon by the Contract Vendor and MCF.
- Uninterrupted Power Supply: The Contract Vendor will not be supported in the event there is an interruption in power supplied at each MCF.

#### **MCF-Red Wing**

Location: Department of Corrections, 1079 Highway 292, Red Wing, MN 55066

Total Facility Population: 45 Adult

Security Level: Minimum

Total Kiosk Count: As agreed upon between the Contract Vendor and MCF.

#### **Fiber Information**

Approval to use facility's fiber: No

Fiber availability in housing units: No

Fiber available to neighbor facilities: N/A

Required converters: N/A

- Network: The Contract Vendor will be solely responsible for outside network and cannot utilize DOC or MN.IT's network.
- Living Unit kiosk location information: As agreed upon between the Contract Vendor and MCF.
- Secondary option for Visiting Room kiosk: As agreed upon between the Contract Vendor and MCF.
- Electrical and Data Access: Contract vendor will run necessary data and electrical for the kiosk. The availability of existing electrical outlets will vary from living unit to living unit. Contract Vendor will run cabling from the D-mark to the kiosk.
- Use of facility conduit/raceways: As agreed upon by the Contract Vendor and MCF.
- Uninterrupted Power Supply: The Contract Vendor will not be supported in the event there is an interruption in power supplied at each MCF.

#### **MCF-Rush City**

Location: 7600 – 525<sup>th</sup> Street, Rush City, MN 55069

Total Facility Population: 1027

Security Level: Close

Total Kiosk Count: As agreed upon between the Contract Vendor and MCF.

#### **Fiber Information**

Approval to use facility's fiber: No

Fiber availability in housing units: No

Fiber available to neighbor facilities: N/A

Required converters: N/A

- Network: The Contract Vendor will be solely responsible for outside network and cannot utilize DOC or MN.IT's network.
- Living Unit kiosk location information: As agreed upon between the Contract Vendor and MCF.
- Secondary option for living unit kiosk location: As agreed upon between the Contract Vendor and MCF.
- Electrical and Data Access: Contract vendor will run necessary data and electrical for the kiosk. The availability of existing electrical outlets will vary from living unit to living unit. Contract Vendor will run cabling from the D-mark to the kiosk.
- Use of facility conduit/raceways: As agreed upon by the Contract Vendor and MCF.
- Uninterrupted Power Supply: The Contract Vendor will not be supported in the event there is an interruption in power supplied at each MCF.

#### MCF-St. Cloud

Location: 2305 Minnesota Blvd. S.E., St. Cloud, MN 56304

Total Facility Population: 1072

Security Level: Close

Total Kiosk Count: As agreed upon between the Contract Vendor and MCF.

#### Fiber Information

Approval to use facility's fiber: No  
 Fiber availability in housing units: No  
 Fiber available to neighbor facilities: N/A  
 Required converters: N/A

- Network: The Contract Vendor will be solely responsible for outside network and cannot utilize DOC or MN.IT's network.
- Living Unit kiosk location information: As agreed upon between the Contract Vendor and MCF.
- Secondary option for living unit kiosk location: As agreed upon between the Contract Vendor and MCF.
- Electrical and Data Access: Contract vendor will run necessary data and electrical for the kiosk. The availability of existing electrical outlets will vary from living unit to living unit. Contract Vendor will run cabling from the D-mark to the kiosk.
- Use of facility conduit/raceways: As agreed upon by the Contract Vendor and MCF.
- Uninterrupted Power Supply: The Contract Vendor will not be supported in the event there is an interruption in power supplied at each MCF.

#### MCF-Shakopee

Location: 1010 West Sixth Avenue, Shakopee, MN 55379

Total Facility Population: 669

Security Level: Minimum, Medium, Close, Maximum

Total Kiosk Count: As agreed upon between the Contract Vendor and MCF.

#### Fiber Information

Approval to use facility's fiber: No  
 Fiber availability in housing units: No  
 Fiber available to neighbor facilities: N/A  
 Required converters: N/A

- Network: The Contract Vendor will be solely responsible for outside network and cannot utilize DOC or MN.IT's network.
- Living Unit kiosk location information: As agreed upon between the Contract Vendor and MCF.
- Secondary option for living unit kiosk location: As agreed upon between the Contract Vendor and MCF.
- Electrical and Data Access: Contract vendor will run necessary data and electrical for the kiosk. The availability of existing electrical outlets will vary from living unit to living unit. Contract Vendor will run cabling from the D-mark to the kiosk.
- Use of facility conduit/raceways: As agreed upon by the Contract Vendor and MCF.
- Uninterrupted Power Supply: The Contract Vendor will not be supported in the event there is an interruption in power supplied at each MCF.

#### MCF-Stillwater

Location: 970 Pickett Street North, Bayport, MN 55003

Total Facility Population: 1640 (112 at Minimum Unit)

Security Level: Minimum and Close

Total Kiosk Count: As agreed upon between the Contract Vendor and MCF.

#### Fiber Information

Approval to use facility's fiber: No  
Fiber availability in housing units: No  
Fiber available to neighbor facilities: N/A  
Required converters: N/A

- Network: The Contract Vendor will be solely responsible for outside network and cannot utilize DOC or MN.IT's network.
- Living Unit kiosk location information: As agreed upon between the Contract Vendor and MCF.
- Secondary option for living unit kiosk location: As agreed upon between the Contract Vendor and MCF.
- Electrical and Data Access: Contract vendor will run necessary data and electrical for the kiosk. The availability of existing electrical outlets will vary from living unit to living unit. Contract Vendor will run cabling from the D-mark to the kiosk.
- Use of facility conduit/raceways: As agreed upon by the Contract Vendor and MCF.
- Uninterrupted Power Supply: The Contract Vendor will not be supported in the event there is an interruption in power supplied at each MCF.

#### MCF-Willow River

Location: 86032 County Highway 61, Willow River, MN 55795

Total Facility Population: 202

Security Level: Minimum

Total Kiosk Count: As agreed upon between the Contract Vendor and MCF.

#### Fiber Information:

Approval to use facility's fiber: No  
Fiber availability in housing units: No  
Fiber available to neighbor facilities: N/A  
Required converters: N/A

- Network: The Contract Vendor will be solely responsible for outside network and cannot utilize DOC or MN.IT's network.
- Living Unit kiosk location information: As agreed upon between the Contract Vendor and MCF.
- Secondary option for Visiting Room kiosk: As agreed upon between the Contract Vendor and MCF.
- Electrical and Data Access: Contract vendor will run necessary data and electrical for the kiosk. The availability of existing electrical outlets will vary from living unit to living unit. Contract Vendor will run cabling from the D-mark to the kiosk.
- Use of facility conduit/raceways: As agreed upon by the Contract Vendor and MCF.
- Uninterrupted Power Supply: The Contract Vendor will not be supported in the event there is an interruption in power supplied at each MCF.

#### MCF-Togo

Location: 62741 County Road 551, Cook, MN 55723

Total Facility Population: 40 Adults

Security Level:

Total Kiosk Count: As agreed upon between the Contract Vendor and MCF.

#### Fiber Information

Approval to use facility's fiber: No  
Fiber availability in housing units: No  
Fiber available to neighbor facilities: N/A  
Required converters: N/A

- Network: The Contract Vendor will be solely responsible for outside network and cannot utilize DOC or MN.IT's network.
- Living Unit kiosk location information: As agreed upon between the Contract Vendor and MCF.
- Secondary option for living unit kiosk location: As agreed upon between the Contract Vendor and MCF.

- **Electrical and Data Access:** Contract vendor will run necessary data and electrical for the kiosk. The availability of existing electrical outlets will vary from living unit to living unit. Contract Vendor will run cabling from the D-mark to the kiosk.
- **Use of facility conduit/raceways:** As agreed upon by the Contract Vendor and MCF.
- **Uninterrupted Power Supply:** The Contract Vendor will not be supported in the event there is an interruption in power supplied at each MCF.

**45. PRICING.** Contract Vendor to calculate and pay commissions to the State-DOC on a monthly basis. Along with the payment, the Contract Vendor will provide a detailed report identifying the number of transactions processed for the month by transaction type.

<b><i>eMail Services</i></b>	<b><i>User Fee</i></b>	<b><i>Commission to MNDOC</i></b>
JPay Stamp (inbound and outbound)	\$0.40	\$0.05 on outbound emails
Stamps sold in packages of 5 stamps	\$2.00	\$0.25
Photo attachment	1 stamp	\$0.05
VideoGram	3 stamps	\$0.15
<b><i>Video Visitation Services</i></b>		
Video Visit (30 minute call)	\$9.95	\$1.00

<b><i>Media Services</i></b>		
JP4 Player	\$49.99	5%
Song	\$1.06-\$1.99/per song	5%
eBook	TBD	5%
Educational Videos	Free	N/A